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## **Authorized Provider Agreement**

This Authorized Provider Agreement ("Agreement") is made by and between the American National Red Cross ("Red Cross") and the party listed on Appendix A (the "AP") in order to permit AP's Red Cross certified instructors ("Instructors") to teach the Red Cross training courses ("Courses") specified in Appendix B within AP's organization.

- 1. AP Responsibilities.** In connection with offering the Courses, AP agrees that it will:
  - 1.1. Require its Instructors to maintain Red Cross certifications appropriate for the Courses they will be teaching;
  - 1.2. Promptly notify Red Cross of additions and deletions to AP's roster of Instructors as listed on Appendix C;
  - 1.3. Obtain Red Cross confirmation of the certification status of new AP Instructors before permitting such Instructors to teach a Course;
  - 1.4. Be responsible for the oversight of AP's Instructors and require that they teach Courses using Red Cross course materials ("Course Materials"), and offer Courses in accordance with the then-current Red Cross AP Resource Guide, policies and procedures (collectively, the "Policies");
  - 1.5. Permit Red Cross to perform random observations of AP's Courses;
  - 1.6. Notify the Red Cross of all scheduled Courses at least three (3) business days before the scheduled Course start date;
  - 1.7. Enter training records and required information into the Learning Management System ("LMS") or any successor system within ten (10) calendar days of Course completion (the "Course Records");
  - 1.8. Pay the required fees in connection with all Courses;
  - 1.9. Be responsible for all liabilities arising out of AP's operations and Course instruction as Red Cross insurance does not extend to AP or its Instructors; and
  - 1.10. Teach the Courses solely within the AP's organization at the facilities set forth in Appendix D.
  
- 2. Red Cross Responsibilities.** To facilitate AP's Course offerings, Red Cross agrees that it will:
  - 2.1. Make Red Cross training and Course Materials available to AP's Instructors meeting Red Cross training prerequisites;
  - 2.2. Approve properly submitted Course Records and provide certifications for Courses, if applicable;
  - 2.3. Provide AP with access to Red Cross electronic resources allowing AP to notify the Red Cross of dates, times and locations of each Course, enter Course Records and print Course certificates.
  
- 3. Term and Termination.**
  - 3.1. This Agreement will be effective as of the Effective Date listed in Appendix A and ends on the day before the thirty six (36) month anniversary thereof, unless earlier terminated as provided below.
  - 3.2. Either party may terminate this Agreement with thirty (30) calendar days advance written notice to the other party.
  - 3.3. Red Cross reserves the right to immediately terminate this Agreement if AP does not abide by the terms of this Agreement or the Policies.
  - 3.4. Following termination, the parties are still obligated to follow the provisions of Sections 4, 5, 6 and 8 indefinitely.

**4. Fees and Invoicing.**

- 4.1. AP will comply with the AP Resource Guide's preferred payment options, such as prepay, credit card, check, money order and bank transfer.
- 4.2. Fees are set forth on Appendix B. Red Cross will not process invoices for any amount less than five hundred dollars (\$500). Payment terms are net thirty (30) days. Red Cross reserves the right to change its fees and payment processes in its sole discretion upon thirty (30) days advance notice of such changes. If the AP does not agree to such changes, it has the right to terminate the Agreement pursuant to Section 3.
- 4.3. If the Red Cross determines that any course offered by the AP and/or its Instructors is not taught in accordance with Red Cross Policies, the AP is responsible for any costs associated with the retraining of course participants. Red Cross, in its sole discretion, will determine the appropriate party to conduct the retraining, which may include the AP or any Red Cross employee, volunteer, LTP or AP.

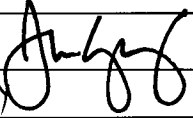
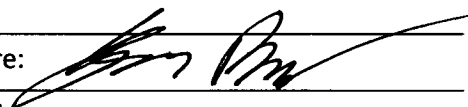
**5. Notices.** Each party's contact for notices under this Agreement is listed on Appendix A.**6. Confidentiality and Intellectual Property.**

- 6.1. Except as required by applicable law or otherwise provided herein, each party shall maintain the confidentiality of all provisions of this Agreement or other confidential information, documents and materials received for the purposes of this Agreement.
- 6.2. Red Cross is the owner of various trade names, trademarks, Course Materials and other copyrighted and proprietary content ("Red Cross IP"). Subject to the terms and conditions of this Agreement, Red Cross hereby grants AP a limited and non-exclusive license to use the Red Cross IP solely in connection with the Agreement and such license may not be assigned or sub-licensed. Course Materials may be downloaded, reused or purchased; however, AP agrees not to revise, edit or create derivative works of any Course Materials or Red Cross proprietary content, in whole or in part, unless specifically approved in writing by the Red Cross. AP acknowledges and agrees that (1) the Red Cross IP is a valuable asset of Red Cross and substantial recognition and goodwill are associated with the Red Cross IP, (2) the license granted hereunder does not constitute a transfer to AP of any ownership rights in the Red Cross Marks, and (3) AP's use of the Red Cross IP shall inure solely to the benefit of Red Cross. Upon conclusion of this Agreement, any and all licenses granted to use the Red Cross IP will terminate immediately.

**7. Entire Agreement, Amendments, and Assignments.** Concerning the subject matter hereof, this Agreement and the Policies referenced herein constitute the entire agreement between the parties and supersedes all prior agreements and understandings between the parties. This Agreement shall not be amended, modified or assigned unless both parties agree in writing.**8. Independent Contractors.** Each party shall perform its responsibilities hereunder as an independent contractor, and nothing herein shall create any association, partnership or joint venture between the parties or an employer-employee relationship. No agent, employee or servant of either party shall be, or shall be deemed to be, the employee, agent or servant of the other party, and each party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.



The parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the latest date of the signatures below. Execution of this Agreement confirms AP's receipt of the AP Resource Guide, which may be updated from time to time.

Company Name	<b>Lexington Division of Police</b>	American Red Cross
Company Signature:		Red Cross Signature: 
Name:	<u>JIM GRAY</u>	Name: Tom Busko
Title:	<u>MAYOR</u>	Title: Rep III, Sales
Date:	<u>8.22.14</u>	Date: <u>8/5/2014</u>

**Authorized Provider Agreement  
Appendix A – Contact Information**

Effective Date: 7/25/2014

**Company Contact Information [fields with an asterisk (\*) must be completed]**

Business/Organization/School Name \* Lexington Division of Police

Address 500 Newton Pike, Lexington, KY 40508

Primary Contact Name \* Varinka Barbini Ensminger

Primary Phone \* (859) 425-2329

Secondary Phone

Fax \_\_\_\_\_

Email vensminger@lexingtonpolice.ky.gov

Use the same address for billing? \*  Yes  No

Billing Contact Name (if different from primary) Varinka Barbini Ensminger

Email vensminger@lexingtonpolice.ky.gov

Billing Address 500 Newtown Pike

Building C

Lexington, KY 40508

**Red Cross Contact Information**

Name Tom Busko

Phone \_\_\_\_\_

Email tom.busko@redcross.org

**Red Cross Internal Use Only**Does the customer have an existing Organization ID in the Learning Center?  Yes  No

If Yes, enter it here 17048LPD

Does the customer have a Parent Organization ID in the Learning Center?  Yes  No

If Yes, enter it here Bluegrass Area Chapter

American Red Cross Unit Code 17048

Does the customer plan to purchase Full Service training also?  Yes  NoDoes the customer qualify for the School Partner Program?  Yes  No*If Yes, complete and attach School Partnership Addendum.*

**Authorized Provider Agreement  
Appendix B – Courses, Equipment, Materials, and Fees**

<b>1. Course Fees</b>	
<b>Courses Offered by Authorized Provider</b>	<b>Per Person Fee</b>
First Aid (HSSFA101)	19.00
Adult CPR/AED (HSSFA107)	19.00
Pediatric CPR/AED (HSSFA207)	19.00
Adult and Pediatric CPR/AED (HSSFA303)	19.00
Adult First Aid/CPR/AED (HSSFA404)	27.00
Pediatric First Aid/CPR/AED (HSSFA411)	27.00
Adult and Pediatric First Aid/CPR/AED (HSSFA415)	27.00
Bloodborne Pathogens(HSSBBP101)	10.00
First Aid Review/Challenge (HSSFA101R/HSSFA101C)	19.00
Adult and/or Pediatric CPR/AED Review/Challenge(HSSFA107R/HSSFA107C, HSSFA207R/HSSFA207C, HSSFA303R/HSSFA303C)	19.00
Adult and/or Pediatric First Aid/CPR/AED Review/Challenge (HSSFA404R/HSSFA404C, HSSFA411R/HSSFA411C, HSSFA415R/HSSFA415C)	19.00
Adult and Pediatric First Aid/CPR/AED (Pricing good through 6/30/16)	7.42
Above discounted prices will be handled through a Coupon Code that will be issued and will need to be entered when processing Course Records in our Learning Management System (SABA).	
All sixteen (17) instructors will receive an one time only ARC bridge instructor course at no charge. This will include full Instructors Manual (inc. course DVD) at no charge. Instructor certification is for two (2) years and recertifiable at no charge.	

*\*NOTE: Additional classes can be added as needed, please contact your Red Cross representative as listed on page 4 of the agreement.*

**2. Equipment and Materials**

Training equipment, materials and other supplies may be purchased at [www.ShopStayWell.com](http://www.ShopStayWell.com) or at [www.RedCrossStore.org](http://www.RedCrossStore.org).

**3. Method of Payment**

Invoice exception    Red Cross-issued    LexingtonDivisionofPolice0714  
PO#

*\*NOTE: A Red Cross representative will contact you regarding the method of payment chosen. Please do not include any payment details on this agreement.*

**4. Additional Services (Optional)**



If there are more than eleven (11) courses taught by this provider that need to be listed, please list them on the Addendum to Appendix B for AP and LTP Agreements.

Addendum(s) Attached?  Yes  No      Quantity, if yes: Select Number

**Authorized Provider Agreement  
Appendix C – Authorized Provider Instructors**

Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

<b>Instructor Name</b>	<b>Learning Center Username</b>	<b>Email Address and Phone</b>	<b>Current Instructor Certification(s)</b>
<i><b>Example:</b> Sally Safety</i>	<u><i>sallysafety@redcross.org</i></u>	<u><i>sallysafety@redcross.org</i></u> <i>202.303.0000</i>	<i>First Aid/CPR/AED Instructor Babysitter's Training Instructor</i>
Aaron Adams	AADAMS@LEXINGTONPOLICE.KY.GOV	Email: aadam@lexingtonpolice.ky.gov Phone: (859) 396-4397	First Aid/CPR/AED
Joseph Blakely	JBLAKELY@LEXINGTONPOLICE.KY.GOV	Email: jbklakely@lexingtonpolice.ky.gov Phone: (859) 948-5378	First Aid/CPR/AED
Jeremy Brislin	JBRISLEN@LEXINGTONPOLICE.KY.GOV	Email: jbrislen@lexingtonpolice.ky.gov Phone: (859) 948-6121	First Aid/CPR/AED
Timothy Graul	TGRAUL@LEXINGTONPOLICE.KY.GOV	Email: tgraul@lexingtonpolice.ky.gov Phone: (859) 338-7056	First Aid/CPR/AED
Tony Risen	TRISEN@LEXINGTONPOLICE.KY.GOV	Email: trisen@lexingtonpolice.ky.gov Phone: (859) 559-2500	First Aid/CPR/AED
Jeremy Russell	JRUSSELL@LEXINGTONPOLICE.KY.GOV	Email: jrussell@lexingtonpolice.ky.gov Phone: (859) 338-1140	First Aid/CPR/AED
Robert Schwartz	RSCHWARTZ@LEXINGTONPOLICE.KY.GOV	Email: rschwartz@lexingtonpolice.ky.gov Phone: (859) 229-2915	First Aid/CPR/AED



Ben Shirley	BSHIRLEY@LEXINGTONPOLICE.KY.GOV	Email: bshirley@lexingtonpolice.ky.gov Phone: (859) 699-9920	First Aid/CPR/AED
Daniel Sparks	DSPARKS@LEXINGTONPOLICE.KY.GOV	Email: dsparks@lexingtonpolice.ky.gov Phone: (859) 312-5115	First Aid/CPR/AED
Richard Willoby	RWILLOBY@LEXINGTONPOLICE.GOV	Email: rwilloby@lexingtonpolice.ky.gov Phone: (859) 576-3820	First Aid/CPR/AED

If there are more than ten (10) instructors that need to be listed, please list them on the Addendum to Appendix C for AP and LTP Agreements.

Addendum(s) Attached?  Yes  No      Quantity, if yes: 1



**Authorized Provider Agreement  
Appendix D – Facility Locations**

Please provide information regarding each of the facilities in which Red Cross training will take place.

<b>Facility Name and Address</b>	<b>Facility Contact Name</b>	<b>Facility Contact's Email Address and Phone</b>
<b>Example:</b> Name: American Red Cross NHQ Address: 2025 E ST NW Washington, DC 20006	Sally Safety	Email: <a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a> Phone: 202.303.0000
Name: Lexington Division of Police- Training Academy Address: 500 Newton Pike, Lexington, KY 40508	Ofc. Varinka Barbini Ensminger	Email: <a href="mailto:vensminger@lexingtonpolice.ky.gov">vensminger@lexingtonpolice.ky.gov</a> Phone: (859) 425-2329
Name: Lexington Division of Police Address: 1795 Old Frankfort Pike, Lexington, KY 40504	Ofc. Varinka Barbini Ensminger	Email: <a href="mailto:vensminger@lexingtonpolice.ky.gov">vensminger@lexingtonpolice.ky.gov</a> Phone: (859) 425-2329
Name: Lexington Division of Police- Range Address: 4300 Airport Rd., Lexington, KY 40504	Ofc. Varinka Barbini Ensminger	Email: <a href="mailto:vensminger@lexingtonpolice.ky.gov">vensminger@lexingtonpolice.ky.gov</a> Phone: (859) 425-2329
Name: Address:		Email: Phone:
Name: Address:		Email: Phone:
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Name: Address:		Email: Phone:

If there are more than eight (8) training facilities that need to be listed, please list them on the Addendum to Appendix D for AP and LTP Agreements.

Addendum(s) Attached?  Yes  No      Quantity, if yes: Select Number

**Addendum to Appendix C – Instructors  
(For AP and LTP Agreements)**

Use this form if there are more than ten (10) instructors associated with the provider. Instructors who will be teaching on behalf of your business/organization/school should be listed below. Each instructor should have a complete profile in the American Red Cross Learning Center that includes up-to-date contact information, including email address, mailing address, phone number and current instructor certifications.

Business/Organization/School Name	Lexington Division of Police
Number of Addendum(s) to Appendix C Attached	1 of 1

Instructor Name	Learning Center Username	Email Address and Phone	Current Instructor Certification(s)
<i>Example: Sally Safety</i>	<u><a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a></u>	<u><a href="mailto:sallysafety@redcross.org">sallysafety@redcross.org</a></u> 202.303.0000	<i>First Aid/CPR/AED Instructor Babysitter's Training Instructor</i>
Varinka Ensminger	VENSMINGER@LEXINGTONPOLICE.KY.GOV	Email: vensminger@lexingtonpolice.ky.gov Phone: 859-559-6593	First Aid/CPR/AED
Todd Johnson	TJOHNSON@LEXINGTONPOLICE.KY.GOV	Email: tjohnson@lexingtonpolice.ky.gov Phone: 859-576-7837	First Aid/CPR/AED
Jeff Jones	JJONES@LEXINGTONPOLICE.KY.GOV	Email: jjones@lexingtonpolice.ky.gov Phone: 859-806-7234	First Aid/CPR/AED
Darin Salyer	DDALYER@LEXINGTONPOLICE.KY.GOV	Email: dsalyer@lexingtonpolice.ky.gov Phone: 859-797-6749	First Aid/CPR/AED
Seth Frazier	SFRAZIER@LEXINGTONPOLICE.KY.COM	Email: sfrazier@lexingtonpolice.ky.gov Phone: 859-200-5239	First Aid/CPR/AED
Jerry Smith	JSMITH@LEXINGTONPOLICE.KY.GOV	Email: jjsmith@lexingtonpolice.ky.gov Phone: 859-983-0171	First Aid/CPR/AED



Timothy Moore	TMOORE@LEXINGTONPOLICE.KY.GOV	Email: tmoore@lexingtonpolice.ky.gov Phone: 859-797-6991	First Aid/CPR/AED
		Email: Phone:	
		Email: Phone:	
		Email: Phone:	